

STATE OF NEW YORK  
SUPREME COURT                      MONROE COUNTY

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CHILI EXPRESS, INC.

VS.

Plaintiff

VERIFIED COMPLAINT

INDEX NO.:

ATLANTIC CASUALTY INSURANCE CO.

Defendant

16/08/2016  
2016 JUL 28 AM 10:26  
MONROE COUNTY CLERK  
FILED

Plaintiff for its verified complaint, by their attorney, Angelo A. Rose, Esq., of Finger Lakes Legal, Inc., alleges as follows:

1. Upon information and belief, Defendant, Atlantic Casualty Insurance Co. is a lawful insurance corporation, authorized to do business in the State of New York.

2. Plaintiff, CHILI EXPRESS, INC. is a duly licensed domestic corporation with its principal office located at 86 Woodleaf, Pittsford, New York and at all times hereinafter mentioned, said corporation was the owner of a convenience store known as CHILI EXPRESS located at 989 Chili Avenue, Rochester, New York.

FOR A FIRST CAUSE OF ACTION BY CHILI EXPRESS, INC. VS. ATLANTIC CASUALTY INSURANCE COMPANY, INC., PLAINTIFF CHILI EXPRESS, INC. ALLEGES AS FOLLOWS:

3. On or about the 9<sup>th</sup> day of October, 2014, Defendant Atlantic Casualty Insurance Co. duly issued and delivered to Plaintiff, Chili Express Inc. its policy of insurance No. MO35001467, being a standard form of fire insurance policy wherein and whereby Defendant Atlantic Casualty Insurance Co., in consideration of the premiums paid by Plaintiff to Defendant's agent, did insure Plaintiff's business known as Chili Express Inc. against loss or damage by fire in an amount not exceeding \$75,000.00 for the term of one (1) year, from the 9<sup>th</sup> day of October, 2014 to the 9<sup>th</sup> day of October, 2015 as indicated by a copy of said policy, attached hereto as Exhibit A, and made a part of hereof.

4. Defendant, Atlantic Casualty Insurance Co., by said policy of insurance, did promise and agree to make good unto the Plaintiff for such loss

and damage during the term of the policy. Said loss has not been paid since January 19, 2015 when Plaintiff's insurance agent sent to the Defendant, Atlantic Casualty Insurance Co., a Property Loss Notice, a copy of which is attached hereto and Exhibit B and made a part hereof.

5. On or about the 18<sup>th</sup> day of January, 2015, while said policy was in full force and effect, the business known as Chili Express Inc., located at 989 Chili Avenue, Rochester, New York, insured by Defendant Atlantic Casualty Insurance Co. was totally destroyed by fire. Said fire did not occur by any of the causes excepted by said policy of insurance.

6. The total loss sustained by the Plaintiff by reason of said fire was more than the sum of \$75,000.00, the amount of said policy in full force at the time of the loss.

7. At the time said policy of insurance was issued as aforesaid, and up to the time of the loss, Plaintiff was the true and lawful owner of all personal property and equipment covered by said policy, and no other person or entity had any interest in said property.

8. There was no other insurance upon said property or any portion thereof at the time of said destruction.

9. On January 19, 2015 the agent of the Plaintiff sent to the Defendant, Atlantic Casualty Insurance Co., a Property Loss Notice as set forth in Exhibit B, and the Plaintiff corporation has fully and duly performed all the conditions of said policy on its part to be performed.

10. More than thirty (30) days have elapsed since the delivery to the Defendant, Atlantic Casualty Insurance Co. of said Property Loss Notice, and demand has been made upon Defendant, Atlantic Casualty Insurance Co., for the sum of \$75,000.00 for such loss.

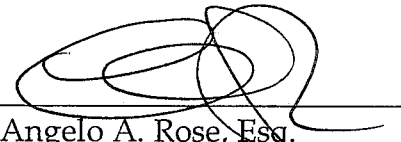
11. The action was commenced within two (2) years from the time of the fire.

12. Defendant, Atlantic Casualty Insurance Co., has paid to Plaintiff no part of the amount demanded.

WHEREFORE; PLAINTIFF, CHILI EXPRESS INC., Demands judgments against the Defendant, Atlantic Casualty Insurance Co. as follows:

On the First Cause of Action in the amount of \$75,000.00, plus interest, from January 19, 2015 to the day of judgment, plus the costs and disbursements of this action.

Dated: 7/18/16

  
Angelo A. Rose, Esq.  
Attorney for Plaintiff  
**Finger Lakes Legal, Inc.**  
121 West Main Street  
Victor, New York 14564  
(585) 924-7420  
(585) 924-0267 fax

STATE OF NEW YORK)  
COUNTY OF ONTARIO) ss.:

TALIB HUSSAIN being duly sworn, deposes and says that deponent is the president of the plaintiff's corporation in the within matter; deponent has read the within Complaint and knows the contents thereof; that the same is true to deponent's knowledge except as to matters therein stated to be alleged upon information and belief and that as to such matters deponent believes it to be true.

  
TALIB HUSSAIN

Sworn to before me this  
18<sup>th</sup> day of July, 2016

  
NOTARY PUBLIC

**DENISE C. GIORDANO**  
Notary Public, State of New York  
Reg. Number 01G15031946  
Qualified in Monroe County  
Commission Expires August 15, 2018

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